THE HON'BLE SRI JUSTICE B. SUDERSHAN REDDY

W.P. No. 20200 of 2002

Dated: 11—08—2005.

Between:

Mohd. Abdul Razack

…Petitioner.

A n d

The Vice Chairman & Housing Commissioner,

A.P. Housing Board, Gruhakalpa, Hyderabad and another

…Respondents.

The Hon'ble Sri Justice

B. Sudershan Reddy

W.P. No. 20200 of 2002

O R D E R:

The petitioner invokes the extraordinary jurisdiction of

this Court with a prayer to issue a writ of Mandamus declaring the impugned letter No.23/MIG II/E2/EE/APHB/MBNR/2002, dated 16.1.2002 demanding a sum of Rs.1,52,546/- towards the balance sale price in order to register the House No.23,MIG-II, A.P.H.B. Colony, Phase III in Vikarabad in petitioner's name, as illegal. The petitioner accordingly prays for issuance of consequential directions to the respondents to receive the balance amount of Rs.38,280/- after giving credit to the amount of Rs.1,59,720/- already paid by the petitioner towards the total sales price.

That in the draw that was conducted on 18.12.1992 by the respondent – Housing Board, the petitioner was allotted Plot No.30 against MIG II House No.23 at Vikarabad at a tentative cost of Rs.1,58,100/-. The petitioner was asked to pay 30% of the cost amounting to Rs.22,620/-. The possession letter was issued in the year 1996. The 2nd respondent vide letter dated 14.3.1996 fixed the balance amount and the quarterly instalments in the following manner:

"1-8 Quarter Instalments ..Rs.7,113/- per quarter
9-24 Quarter instalments ..Rs.5,539/- per quarter
25-48 Quarter instalments ..Rs.3,831/- per quarter".

The physical possession of the house was given to the petitioner on 22.7.1997. The petitioner claims to have paid an amount of Rs.1,12,294/- through instalments and thus paid a total sum of Rs.1,59,720/- against the tentative cost of Rs.1,58,100/-.

The gravamen of the complaint is that in the year 1999,

vide notice dated 16.11.1999 the final cost of the above house was fixed at Rs.2,16,600/- and the same was revised in the year 2000 by the 2nd respondent and the petitioner was duly informed that the revised final cost of the house was fixed at Rs.1,98,000/-. The action of the respondents in so fixing the cost, according to the petitioner, is arbitrary.

The subject matter that arises for consideration is not *res integra* but squarely covered by the order passed by this Court in W.P.No. 8923 of 1992 dated 20.6.1997 wherein this Court, relying upon the decision of the Supreme Court in **Bareilly Development Authority and another v. Ajay Pal Singh and others** held that the relationship between the allottee and the Housing Board is purely governed by the agreement entered by and between the parties and that no writ lies to enforce the terms of the contractual obligations.

Following the said decision, the writ petition shall stand dismissed.

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B. Sudershan Reddy, J.

Date: 11—08—2005.

MVB.